CURRENT DECISIONS

CONSTITUTIONAL LAW—PERSONAL RIGHTS—LEVER ACT UNCONSTITUTIONAL—The defendant was indicted for violating section 4 of the Lever Act, Comp. St. U. S. 1918, Comp. St. Ann. Supp. 1919, sec. 3115 1/8 ff. The Act makes it "unlawful for any person wilfully to make any unjust or unreasonable rate or charge in handling or dealing in or with any necessaries; to conspire, combine, agree, or arrange with any other person . . . (e) to exact excessive prices for any necessaries. . . . " The court quashed the indictment on the ground that the statute was a violation of the Sixth Amendment to the Constitution in that it denied to the accused adequate information as to the nature and cause of his accusation. *Held,* that this judgment should be affirmed. *United States v. Cohen Grocery Co.* (Feb. 28, 1921) U. S. Sup. Ct., Oct. Term, 1920, No. 324.

The majority of the court based their opinion upon the ground that the statute was unconstitutional for the reasons given by the lower court. Two justices concurred in the result, but only on the ground that the statute should not be interpreted to cover the exacting of excessive prices upon the sale of merchandise. See COMMENTS (1920) 30 YALE LAW JOURNAL, 81.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE—GOVERNMENT WAR RESTRICTIONS AS AN EXCUSE—The plaintiff agreed to ship to the defendant one million ice cream cones in monthly shipments, payment to be made for each installment one month after delivery. Because of government war-time food regulations the plaintiff was unable to send the specified number per month, but sent as many as were allowed by the government restrictions. The defendant refused to pay the agreed amount, claiming damages due to the fact that he had to purchase cones elsewhere at a higher price. *Held,* that the plaintiff may recover for the cones shipped at the contract price. *Jersey Ice Cream Co. v. Banner Cone Co.* (1920, Ala.) 86 So. 382.

A contractor is not excused from performing merely because of the increased difficulty or expense, but is excused if the impossibility is caused by a change in the domestic law. See COMMENTS (1919) 28 YALE LAW JOURNAL, 399. It would indeed be a gross injustice if society should make a promisor liable for failing to perform a contract, which it has, after the contract was entered into, made it illegal for him to perform. 3 Williston, *Contracts* (1920) sec. 1938.

INSURANCE—ACCIDENT INSURANCE—CONSTRUCTION OF POLICY.—The plaintiff's intestate was insured by the defendant company against accidents. On the outside fold of the policy was written the statement that "This policy, subject to its conditions . . . covers all bodily injuries caused by accidental means, such as . . . injuries inflicted by robbers or highwaymen." There was a condition inside the policy in small print which limited the liability of the defendant to twenty per cent of the face of the policy in the case of "injuries intentionally inflicted upon the insured by himself or by any other person." The intestate was killed by a robber. The administrator brought an action to collect the full amount of the policy. *Held,* that he should recover, the court construing the policy "strictly against the insurer" and adopting the construction "which is most favorable to the insured." *Hessler v. Federal Casualty Co.* (1921, Ind.) 129 N. E. 325.

The decision reflects the modern tendency of the courts to impose a duty on the insurance company to pay according to the probable expectations of the insured irrespective of the special conditions of the contract in fine print. See COMMENTS (1921) 30 YALE LAW JOURNAL, 287. For discussions of what injuries are accidental, see (1918) 28 *id.* 193; (1914) 24 *id.* 83.